

04-748

MEMORANDUM OF AGREEMENT

BETWEEN

UNITED STATES JOINT FORCES COMMAND

AND

THE SWEDISH ARMED FORCES

City/County of Norfolk
Commonwealth of Virginia
I certify this to be a complete, exact and true
copy of the original document. Certified this
8th day of October, 2004
Bennet Ball Notary Public
My commission expires Apr 30, 2005

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PREAMBLE

The United States Joint Forces Command (USJFCOM) and the Swedish Armed Forces under the authorization of the Government of Sweden (each referred to herein individually as a "Party" and together as the "Parties"), desiring to establish formal liaisons between the Parties, hereby agree to the following terms and conditions regarding the assignment of individuals at government facilities to serve as Foreign Liaison Officers between them.

This Memorandum of Agreement (MOA) is prepared under the auspices of the Memorandum of Agreement concerning the exchange of engineers and scientist, with annexes. Signed at Washington and Stockholm June 9 and 15, 1992; entered into force June 15, 1992.

ARTICLE I DEFINITIONS

In addition to any terms defined in other provisions of this Agreement, the following terms will have the following meanings when used herein:

1.1 "Classified Information" will mean official information of a Party that requires protection in the interests of national security of such Party and is so designated by the application of security classification markings.

1.2 "Contact Officer" will mean a U.S. Department of Defense (DoD) official designated in writing to oversee and control all contacts, requests for information, consultations, access, and other activities of foreign liaison officers who are assigned to, or are visiting, a DoD component or subordinate organization.

1.3 "Controlled Unclassified Information" will mean unclassified information of a Party to which access or distribution limitations have been applied in accordance with national laws, policies, and regulations of such Party. It includes United States information that is exempt from public disclosure or subject to export controls.

1.4 "Host Government" will mean the national government of the Host Party.

1.5 "Host Party" will mean the Party to which the Foreign Liaison Officer acts as a liaison pursuant to an assignment by a Parent Party under Article III.

1.6 "International Visits Program (IVP)" will mean the program established to process visits by, and assignments of, foreign representatives to United States Department of Defense Components and Department of Defense contractor facilities. It is designed to ensure that Classified and Controlled Unclassified Information to be disclosed to foreign nationals has been properly authorized for disclosure to their governments; that the requesting foreign government provides a security assurance on such foreign nationals and their sponsoring organization or firm, when Classified Information is involved in the visit or assignment, and that administrative arrangements (e.g., date, time and place) for the visit or assignment are provided.

1.7 "Foreign Liaison Officer" will mean a military member or civilian employee of a Parent Party who, upon approval or certification of the Host Party or Government, is authorized by the Parent Party to act as its official representative in connection with programs, projects, or agreements of interest to the Parties' Governments.

1.8 "Parent Government" will mean the national government of the Parent Party.

1.9 "Parent Party" will mean the Party that assigns a Foreign Liaison Officer pursuant to Article III.

ARTICLE II SCOPE

2.1 During the term of this Agreement, subject to the agreement of the Parties, each Party may assign military members or civilian employees of its armed forces to serve as a Foreign Liaison Officer(s) to the other Party in accordance with the terms of this Agreement.

2.2 The establishment of each Foreign Liaison Officer position under this Agreement will be based upon the demonstrated need for, and the mutual benefit of, this position to the Parties. Once established, each Foreign Liaison Officer position will be subject to periodic review by either Party to ensure that the position continues to be required by, and is of mutual benefit to, the Parties. The Parties agree that a Foreign Liaison Officer position no longer required by, or of mutual benefit to, either Party will be subject to elimination.

2.3 Commencement of such a tour of duty by a Foreign Liaison Officer will be subject to any requirements that may be imposed by the Host Party or its government regarding formal

certification or approval of Foreign Liaison Officers. Foreign Liaison Officers to be assigned by their Parent Party to locations in the United States will be requested pursuant to the International Visits Program (IVP), as defined in Paragraph 1.6 of this Agreement.

2.4 Unless otherwise agreed, the normal tour of duty for a Foreign Liaison Officer will be two (2) years.

2.5 As a general rule, an individual may serve as a Foreign Liaison Officer to only one major military command of the Host Party at any point in time.

2.6 The content of this agreement is intended to be in conformity with the national laws of the Parties and with international law.

ARTICLE III DUTIES AND ACTIVITIES

3.1 The Foreign Liaison Officer will represent the Parent Party to the Host Party. The Foreign Liaison Officer will not perform duties reserved by the laws or regulations of the Host Government to officers or employees of the Host Government, nor will the Liaison Officer provide any labor or services to the Host Government or any of its agencies, including the Host Party.

3.2 The Foreign Liaison Officer will be required to comply with all applicable Host Government policies, procedures, laws and regulations. The Host Party will assign a Contact Officer to provide guidance to the Liaison Officer concerning policies, procedures, laws and regulations of the Host Party, and to arrange for activities consistent with such requirements and the purposes of this Agreement.

3.3 The Foreign Liaison Officer may request access to Host Party facilities by submitting a request to the Contact Officer. Access to Host Party facilities may be granted if such access promotes the purposes of this Agreement, is consistent with the terms of any applicable certification or approval issued by the Host Government, and is permitted under the applicable policies, procedures, laws and regulations of the Host Government. Approval of such requests will be at the discretion of the Host Party. Any request for access that exceeds the terms of an applicable certification or approval will be submitted through the International Visits Program (IVP).

3.4 The Foreign Liaison Officer will not be granted access to technical data or other information of the Host Party, whether or not classified, except as authorized by the Host Party, and only

to the extent necessary to fulfill the Foreign Liaison Officer's functions hereunder.

3.5 All information to which the Foreign Liaison Officer is granted access to by the Host Party while serving as a liaison to the Host Party will be treated as information provided to the Parent Government, in confidence and will/ not be further released or disclosed by the Foreign Liaison Officer to any other person, firm, organization, or government without the prior written authorization of the Host Government. Disclosure of information to the Foreign Liaison Officer will not be deemed to be a license or authorization to use such information for any purpose other than the purposes described in Article II.

3.6 The Foreign Liaison Officer will not be permitted to participate in exercises, deployments, or civil-military actions, unless expressly authorized to do so by both the Host and Parent Parties.

3.7 The Parent Party will not place or keep a Foreign Liaison Officer in duty assignments in which direct hostilities with forces of third states are likely to occur or have commenced, unless approved by the Parent Party and Host Party, in writing.

3.8 The Foreign Liaison Officer will be required to comply with the dress regulations of the Parent Party but, if requested by the Host Party, will also wear such identification necessary to identify the Liaison Officer's nationality, rank and status as a Liaison Officer. The order of dress for any occasion will be that which most closely conforms to the order of dress for the particular organization of the Host Party where the Foreign Liaison Officer is located. The Foreign Liaison Officer will be required to comply with the customs of the Host Party with respect to the wearing of civilian clothing.

3.9 Prior to the commencement of a Foreign Liaison Officer's tour, the Parent Party will notify the Host Party of the specific Parent Party organization which will exercise operational control over the Foreign Liaison Officer and, if different, the Parent Party organization that will provide administrative support to the Foreign Liaison Officer and the Foreign Liaison Officer's dependents.

3.10 At the end of a Foreign Liaison Officer's tour, or as otherwise agreed by the Parties, the Parent Party may, subject to the provisions of Paragraph 3.3, replace the Foreign Liaison Officer with another individual who meets the requirements of this Agreement.

ARTICLE IV
FINANCIAL ARRANGEMENTS

4.1 The Parent Party will bear all costs and expenses of the Foreign Liaison Officer, including, but not limited to:

4.1.1 All pay and allowances of the Foreign Liaison Officer;

4.1.2 All travel by the Foreign Liaison Officer and the Foreign Liaison Officer's dependents, including, but not limited to, travel to and from the country of the Host Party;

4.1.3 All costs and expenses associated with the assignment or placement of the Foreign Liaison Officer and the Foreign Liaison Officer's dependents within the Host Party's country, including travel, office space, clerical support, quarters, rations, medical and dental services, unless specifically stated otherwise in an applicable international agreement;

4.1.4 Compensation for loss of, or damage to, the personal property of the Foreign Liaison Officer caused during official duty. Costs and expenses for compensation for loss of, or damage to the personal property of the Foreign Liaison Officer's property caused during unofficial duty or to the personal property of the Foreign Liaison Officer's dependents are personal expenses of the Foreign Liaison Officer and not the responsibility of the Host or Parent Party.;

4.1.5 The movement of the household effects of the Foreign Liaison Officer and the Foreign Liaison Officer's dependents;

4.1.6 Preparation and shipment of remains and funeral expenses associated with the death of the Foreign Liaison Officer or his dependent(s);

4.1.7 Formal and informal training of the Foreign Liaison Officer, other than briefings on Host Party requirements provided by the Contact Officer; and

4.1.8 All expenses in connection with the return of a Foreign Liaison Officer whose assignment has ended or been terminated, along with his or her dependents.

4.2 The Host Party may provide such office facilities, equipment, supplies and services as may be necessary for the

Foreign Liaison Officer to fulfill the purposes of this Agreement, subject to reimbursement by the Parent Party for the cost of the Foreign Liaison Officer's use of such facilities at rates determined by the Host Party. Where the United States is the Host Party, reimbursement for such facilities, equipment, supplies, and services will be made through Foreign Military Sales (FMS).

ARTICLE V SECURITY

5.1 The Host Party will establish the maximum substantive scope and classification levels within which the disclosure of any Classified Information or Controlled Unclassified Information to the Foreign Liaison Officer will be permitted. The Host Party will inform the Parent Party of the level of security clearance required to permit the Foreign Liaison Officer access to such information. The Foreign Liaison Officer's access to such information and facilities will be consistent with, and limited by the terms of his/her assignment, the provisions of this Article and any other agreement between the Parties or their governments concerning access to such information and facilities.

Further, access will at all times be limited to the minimum required to accomplish the purposes of this Agreement, and, at its discretion, the Host Party may prohibit the Foreign Liaison Officer's right of access to any Host Party facility or require that such access be supervised by Host Party personnel.

5.2 Each Party will cause security assurances to be filed stating the security clearances for the Liaison Officer being assigned by such Party. The security assurances will be prepared and forwarded through prescribed channels in compliance with established Host Party procedures. For the United States, the prescribed channels will be the International Visits Program (IVP), as defined in paragraph 1.6 of this Agreement.

5.3 The Parent Party will ensure that each assigned Foreign Liaison Officer is fully cognizant of, and complies with, applicable laws and regulations concerning the protection of proprietary information (such as patents, copyrights, know-how, and trade secrets), classified information and controlled unclassified information disclosed to the Foreign Liaison Officer. This obligation will apply both during and after termination of an assignment as a Foreign Liaison Officer. Prior to taking up duties as a Foreign Liaison Officer, the Foreign Liaison Officer of Sweden will be required to sign the certification at Annex A. Only individuals who execute the certification will be permitted to serve as Foreign Liaison Officers with the U. S. Joint Forces Command.

5.4 The Parent Party will ensure that the Foreign Liaison Officer, at all times, complies with the security laws, regulations and procedures of the Host Government. Any violation of security procedures by a Foreign Liaison Officer during his or her assignment will be reported to the Parent Party for appropriate action. Upon request by the Host Party, the Parent Party will remove any Foreign Liaison Officer who violates security laws, regulations, or procedures during his or her assignment.

5.5 All Classified Information made available to the Foreign Liaison Officer will be considered to be Classified Information furnished to the Parent Party, and will be subject to all provisions and safeguards provided for under the General Security of Military Information Agreement (GSOMIA) in force between the United States of America and Sweden.

5.6 The Foreign Liaison Officer will not take custody of Classified Information or Controlled Unclassified Information in tangible form (for example, documents or electronic files), except as expressly permitted by the terms of the Host Party certification of the Foreign Liaison Officer (and requested in writing by the Parent Government) for the following situations:

5.6.1 Couriers. The Foreign Liaison Officer may take custody of Classified Information to perform courier functions, when authorized by the Host Party certification for the Foreign Liaison Officer. The Classified Information will be packaged and receipted for in compliance with Host Party requirements.

5.6.2 On-Site Storage. The Foreign Liaison Officer may be furnished a secure container for the temporary storage of Classified Information, consistent with the terms of the certification, provided the security responsibility and control of the container and its contents remains with the Host Party.

ARTICLE VI **TECHNICAL AND ADMINISTRATIVE MATTERS**

6.1 The Host Party's certification or approval of an individual as a Foreign Liaison Officer will not bestow diplomatic or other special privileges on that individual.

6.2 To the extent authorized by the laws and regulations of the Host Government, and in accordance with Article IV of this Agreement, the Host Party may provide such administrative support as is necessary for the Foreign Liaison Officer to fulfill the purposes of this Agreement, subject to reimbursement by the Parent Party.

6.3 Exemption from taxes, customs or import duties, or similar charges for the Foreign Liaison Officer or the Foreign Liaison Officer's dependents will be governed by applicable laws and regulations or international agreement between the Host Government and the Parent Government.

6.4 If office space is provided to the Foreign Liaison Officer by the Host Party, the Host Party will determine the normal working hours for the Foreign Liaison Officer.

6.5 The Parent Party will ensure that the Host Party is informed as far in advance as possible of any absences of the Foreign Liaison Officer.

6.6 The Foreign Liaison Officer and his/her authorized family members will be provided care in military medical and dental facilities to the extent permitted by applicable law, policy, and international agreement. Where a reciprocal agreement for health care exists between the Parties, the access entitlement of the Foreign Liaison Officer and his/her family members is specified. For those personnel covered by such an agreement, care is generally provided free of charge. All Foreign Liaison Officers and family members not covered by a reciprocal agreement may be offered health care, on a reimbursable basis, in military facilities. Where military facilities are not available, the Foreign Liaison Officer will be responsible for all medical and dental costs incurred by himself/herself and his/her family. The Parent Party will ensure that the Foreign Liaison Officer and his/her family members are physically fit prior to the Foreign Liaison Officer's tour of duty. The Parent Party will be responsible for familiarizing itself with the medical and dental services available to the Foreign Liaison Officer and his/her family members, and the costs of, and the procedures for, use of such services.

6.7 The Foreign Liaison Officer and his/her dependents may be accorded the use of military commissaries, exchanges, theaters and similar morale and welfare activities, in accordance with the laws, regulations, and policies of the Host Party.

6.8 To the extent permitted by the laws and regulations of the Host Government, and subject to reimbursement by the Parent Party, the Host Party may provide, if available, housing and messing facilities for the Foreign Liaison Officer and the Foreign Liaison Officer's dependents on the same basis and priority as for its own personnel of comparable rank and assignment. At locations where housing and messing facilities are not provided by the Host Party, the Host Party will use reasonable efforts to assist the Parent Party to locate such

facilities for the Foreign Liaison Officer and the Foreign Liaison Officer's dependents.

6.9 The Parent Party will ensure that the Foreign Liaison Officer and the Foreign Liaison Officer's dependents have all documentation required by the Host Government for entry into, and exit from, the country of the Host Government at the time of such entry or exit. Unless exempted under an applicable international agreement between the Parties, Foreign Liaison Officers and their authorized dependents will be required to comply with applicable Host Party Customs Regulations.

6.10 The Parent Party will ensure that the Foreign Liaison Officer and those family members accompanying the Foreign Liaison Officer in the country of the Host Party will obtain motor vehicle liability insurance coverage for their private motor vehicles, in accordance with applicable laws, regulations and policies of the Host Government, or the political subdivisions of the country of the Host Party in which the Foreign Liaison Officer and his/her family members are located.

ARTICLE VII **DISCIPLINE AND REMOVAL**

7.1 Except as provided in Section 7.2, neither the Host Party nor the armed forces of the Host Government may take disciplinary action against a Foreign Liaison Officer who commits an offense under the military laws or regulations of the Host Party, nor will the Host Party exercise disciplinary powers over the Liaison Officer's dependents. The Parent Party, however, will take such administrative or disciplinary action against the Liaison Officer as may be appropriate under the circumstances, to ensure compliance with this Agreement, and the Parties will cooperate in the investigation of any offenses under the laws or regulations of either Party.

7.2 The certification or approval of a Foreign Liaison Officer may be withdrawn, modified or curtailed at any time by the Host Party for any reason, including, but not limited to, the violation of the regulations or laws of the Host Party or the Host Government. In addition, at the request of the Host Party, the Parent Government will remove the Foreign Liaison Officer or a dependent of the Foreign Liaison Officer from the territory of the Host Government. The Host Party will provide an explanation for its removal request, but a disagreement between the Parties concerning the sufficiency of the Host Party's reasons will not be grounds to delay the removal of the Foreign Liaison Officer.

7.3 A Foreign Liaison Officer will not exercise any supervisory or disciplinary authority over military or civilian personnel of the Host Party.

ARTICLE VIII **SETTLEMENT OF DISPUTES**

8.1

Any disputes arising from the application, interpretation or implementation of this MOA or any if its Implementing Arrangements to this MOA subsequently developed, will be resolved amicably and expeditiously by consultation or negotiation between the Parties and will not be referred to any national or international tribunal or any other third party for resolution.

ARTICLE IX **ENTRY INTO FORCE, AMENDMENT, DURATION AND TERMINATION**

9.1 All obligations of the Parties under this Agreement will be subject to national laws and the availability of appropriated funds for such purposes.

9.2 The Parent Party will ensure that the Foreign Liaison Officer complies with all obligations and restrictions applicable to the Foreign Liaison Officer under this Agreement.

9.3 This Agreement may be amended by the mutual written agreement of the Parties.

9.4 This Agreement may be terminated at any time by written agreement of both Parties. In the event both Parties agree to terminate this Agreement, the Parties will consult prior to the date of termination.

9.5 Either Party may terminate this Agreement upon one hundred and eighty (180) days' written notification to the other Party.

9.6 In the event of conflict between the terms of this Agreement and the terms of an applicable Letter of Offer and Acceptance (LOA), the terms of the LOA will control. Any Letters of Offer and Acceptance (LOAs) associated with or related to this Agreement will be terminated, in accordance with their terms.

9.7 The respective rights and responsibilities of the Parties under Article V (Security) will continue, notwithstanding the termination or expiration of this Agreement.

9.8 No later than the effective date of expiration or termination of this Agreement, each Party will remove its Foreign Liaison Officer(s) and such Foreign Liaison Officer's(s') dependents from the territory of the other Party and pay any money owed to the other Party under this Agreement. Any costs or expenses for which a Party is responsible pursuant to Article IV of this Agreement, but which were not billed in sufficient time to permit payment prior to termination or expiration of this Agreement, will be paid promptly after such billing.

9.9 This Agreement will supercede any and all prior agreements regarding Foreign Liaison Officers entered into by the Parties or their organizations, units, or agencies.

9.10 This Agreement will enter into force upon signature by both Parties. This Agreement will remain in force for five (5) years, and may be extended by written agreement of the Parties.

9.11 This Agreement consists of nine (9) Articles and an Annex.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement.

ON BEHALF OF
UNITED STATES
JOINT FORCES COMMAND

JAMES N. SOLIGAN
Major General, U.S. Air Force
Chief of Staff

DATE Sept 4, 2004

ON BEHALF OF
THE SWEDISH ARMED FORCES
UNDER AUTHORIZATION OF THE
GOVERNMENT OF SWEDEN

JARS JADERBLOM
Colonel, Air Attaché
Embassy of Sweden

DATE August 25, 2004

ANNEX A - CERTIFICATION

[Date]

**SECTION I
FOREIGN LIAISON OFFICER
LEGAL STATUS OF CERTIFICATION**

As a representative of the _____ Swedish Armed Forces under the auspices of a Foreign Liaison Officer Assignment to the U. S. Joint Forces Command, I am subject to the jurisdiction of United States federal, state, and local laws, except as provided by treaty, other specific legal authority, or the terms of any diplomatic immunity which I may have been granted. I understand that my acceptance of the Foreign Liaison Officer position does not bestow diplomatic or other special privileges.

**SECTION II
FOREIGN LIAISON OFFICER
CONDITIONS OF CERTIFICATION**

(1) **Responsibilities:** I understand that my activities will be limited to the representational responsibilities of my government and that I am expected to present the views of my government with regard to the issues which my government and the U.S. Government have a mutual interest. I will not perform duties that are reserved by law or regulation to an officer or employee of the U.S. Government.

(2) **Costs:** I understand that all costs associated with my duties as a Foreign Liaison Officer will be the responsibility of my government, including, but not limited to, travel, office space, clerical services, quarters, rations, and medical and dental services.

(3) **Extensions and Revalidation:** I understand that if my government desires to request an extension or revalidation of my position beyond the original dates for which I am certified, a new visit request will be submitted not later than 30 days prior to the expiration date of the current Foreign Liaison Officer Assignment Authorization.

(4) **Contact Officer:** I understand that when the certification process is completed, a Contact Officer(s) will be assigned to sponsor me during my visit to the U. S. Joint Forces Command. I further understand that I will coordinate, through my Contact Officer, all requests for information, visits, and other business which fall under the terms of my certification. I also understand that requests for information which are beyond the

terms of my certification will be made through the Office of the Defense Attaché.

(5) **Other Visits:** I understand that visits to facilities for which the purpose does not directly relate to the terms of my certification will be made through the Office of the Defense Attaché.

(6) **Uniform:** I understand that I will wear my national uniform when conducting business at the U.S. Joint Forces Command or other Department of Defense facilities, unless otherwise directed. I will comply with my Parent Government's service uniform regulations.

(7) **Duty Hours:** I understand that my duty hours are Monday through Friday, from 0730 to 1730. Should I require access to my work area during non-duty hours, I am required to request permission from the Command Security Officer.

(8) **Security:**

a. I understand that access to U.S. Government information will be limited to that information determined by my Contact Officer to be necessary to fulfill the functions of a Foreign Liaison Officer. I also understand that I may not have unsupervised access to U.S. Government computer systems, unless all information accessible by the computer is releasable to my government in accordance with applicable U.S. law, regulations and policy.

b. All information to which I may have access during my certification will be treated as information provided to my government in confidence and will not be further released or disclosed by me to any other person, firm, organization, or government without the prior written authorization of the United States Government.

c. I will immediately report to my Contact Officer should I obtain or become knowledgeable of United States Government information for which I am not authorized to have access. I further agree that I will report to my Contact Officer any incidents of my being offered or provided information that I am not authorized to have.

d. If required, I will display a security badge on my outer clothing so that it is clearly visible. The United States Government will supply this badge.

(9) **Compliance:** I have been briefed on, fully understand, and will comply with the terms and conditions of my certification. Failure to comply may result in termination of my certification. I further understand that the termination of my certification does not preclude further disciplinary action in accordance with any applicable Status of Forces Agreement or other government-to-government agreements.

(10) **Definitions of Terms:** Terms not defined herein will have the definitions ascribed to them in the applicable Agreement governing my assignment as a Foreign Liaison Officer.

SECTION III
FOREIGN LIAISON OFFICER
TERMS OF CERTIFICATION

(1) **Contact Officer:** _____ has been assigned as my Contact Officer.

(2) **Certification:** I am certified to the U. S. Joint Forces Command in support of the following programs: The J9 Directorate, for Joint Experimentation; the Multinational Concept Development and Experimentation (CDE) Center other Directorates within U. S. Joint Forces Command as mutually agreeable to both parties.

(3) **Travel:** I may visit the following locations under the terms of my certification, with the permission of my Contact Officer:

The Pentagon
Components (Army, Air Force, Navy, Marines)
SACT (NATO) Norfolk, Va

SECTION IV
FOREIGN LIAISON OFFICER
CERTIFICATION OF IN-BRIEFING

I, _____, understand and acknowledge that I have been certified as a Foreign Liaison Officer to the U. S. Joint Forces Command, as agreed upon between the Swedish Armed Forces and the United States Joint Forces Command. I further acknowledge that I fully understand and have been briefed on: (1) the legal status of my certification; (2) the conditions of my certification; and (3) the terms of my certification. I further acknowledge that I will comply with the conditions and responsibilities of my certification.

(SIGNATURE OF LIAISON OFFICER)

(TYPED NAME OF LIAISON OFFICER)

(RANK AND/OR TITLE)

(DATE)

(SIGNATURE OF BRIEFER)

(TYPED NAME)

(LOCATION)